

Allegheny Graphics, Inc., a Division of Package Service Company, Inc. and United Steelworkers of America, AFL-CIO. Cases 6-CA-22647 and 6-CA-22670

June 29, 1992

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS
DEVANEY AND RAUDABAUGH

On December 24, 1991, Administrative Law Judge Marion C. Ladwig issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed limited exceptions. The Respondent and the General Counsel filed answering briefs.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,¹ and conclusions and to adopt the recommended Order as modified.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as

¹ The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enf'd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

The General Counsel has excepted to the judge's failure to find that Charles Martin's statement to bindery department employees that the Respondent "was going to hire 50 percent of the girls" also violated Sec. 8(a)(1). Martin made this statement immediately after stating that the Respondent "was going to be nonunion," which the judge found to be a violation of Sec. 8(a)(1). In this context, the statement that the Respondent "was going to hire 50 percent of the girls" conveyed to the employees that they would not be hired if they continued to support a union. In fact, when the binders subsequently informed the Respondent that they would not form a union, all of the currently employed binders were hired as well as most of the laid-off binders. Under these circumstances, we find merit in the General Counsel's exception and find that Martin's statement violated Sec. 8(a)(1). See *A-I Schmidlin Plumbing Co.*, 284 NLRB 1506 (1987).

We find it unnecessary to pass on the General Counsel's exception to the judge's failure to find separate 8(a)(1) violations in the statements by Plant Manager Kevin Conroy and Foreman John Young that the Respondent was "non-union." In view of the judge's finding that similar statements by the Respondent's vice president and plant spokesman violated Sec. 8(a)(1), any additional findings would be cumulative and would not materially affect the Order.

modified below and orders that the Respondent, Allegheny Graphics, Inc., a Division of Package Service Company, Inc., Cheswick, Pennsylvania, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Insert the following as paragraph 1(c) and reletter the subsequent paragraphs.

"(c) Telling employees that they would not be hired if they continued to support a union."

2. Substitute the attached notice for that of the administrative law judge.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT refuse to hire any employee for supporting United Steelworkers of America, AFL-CIO or any other union.

WE WILL NOT tell any applicant that we are a non-union employer.

WE WILL NOT tell employees they will not be hired if they continue to support a labor organization.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL offer Leonard Bortz, Harland Chuba, Don Cowen, Jules Delenne, James Farneth, George Frederick, Ted Gaworski, Larry McNeil, John Matichko, Edward Palchinski, Thomas Perdeus, Jonathan Reynolds, and Ronald Sikora immediate employment in their former jobs or, if those jobs no longer exist, to substantially equivalent positions, discharging, if necessary, employees hired instead of them and WE WILL make them whole for any loss of earnings and other benefits resulting from our refusal to hire them, less any net interim earnings, plus interest.

WE WILL, on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the bargaining unit:

All pressmen and assistants, ink matchers, and cylinder man employed by Allegheny Graphics, Inc. at its Cheswick, Pennsylvania facility; excluding all other employees, office clerical employees, guards, professional employees, and supervisors as defined in the Act.

WE WILL, on request of the Union, restore the rates of pay and other terms and conditions of employment that existed in the bargaining unit before our unilateral changes and make the employees whole by remitting all wages and benefits that would have been paid in the absence of the changes, plus interest, from April 2,

1990, until we negotiate in good faith with the Union to agreement or to impasse.

ALLEGHENY GRAPHICS, INC., A DIVISION OF PACKAGE SERVICE COMPANY, INC.